UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FLORENCE MUSSAT, M.D., S.C., an Illinois Corporation, individually and on behalf of similarly situated persons,	)	**No. 13 CV 7798**
Plaintiff,	)	
v.	)	**Magistrate Judge Young B. Kim**
INSURANCE GROUP OF AMERICA HOLDINGS, L.L.C. and TIMOTHY E. SHERIDAN,	)	
	)	**May 7, 2015**
Defendant.	)	

FINAL APPROVAL ORDER OF CLASS SETTLEMENT

The matter coming before the Court to determine whether the Class Action Settlement ("Settlement") between Plaintiff Florence Mussat, M.D., S.C., ("Plaintiff") and Defendants Insurance Group of America Holdings, L.L.C. ("IGA") and Timothy E. Sheridan ("Sheridan") (together, "Defendants") (collectively with Plaintiff, the "Parties") should be finally approved. The Court has carefully reviewed the Memorandum in Support of Final Approval of Class Action Settlement, (R. 85), Plaintiff's Motion for Attorney's Fees and Costs, (R. 83), and is otherwise fully advised in the premises.

By an Order of Preliminary Approval entered on November 24, 2014, (R. 72), as amended (R. 80), the Court preliminarily approved the Parties' proposed settlement, subject to further consideration at the Final Settlement and Fairness Hearing. In its Preliminary Approval Order, the Court conditionally certified the case to proceed as a class action for settlement purposes only and appointed Plaintiff as representative of the following class:

> All persons, from whom their name was obtained from InfoUSA, who were sent one or more facsimile messages from June 1, 2012, to May 9, 2013, in the form of the fax sent to Plaintiff.

The Court also ordered that, because Defendants maintain records on the contact information for each class member and therefore notice shall be given to the class members by fax.

The Court having held a hearing on the fairness of the proposed settlement after due notice and the opportunity for any objections to the settlement to be heard and the Court fully advised in the premises, the Court finds as follows:

1. This Court has preliminarily approved a class and affirms its decision of approving the settlement class defined as:

> All persons, from whom their name was obtained from InfoUSA, who were sent one or more facsimile messages from June 1, 2012, to May 9, 2013, in the form of the fax sent to Plaintiff.

2. In the preliminary approval order, the Court approved of the Notice and found that the proposed form and content of the Notice of Proposed Settlement and Right to Opt Out satisfied the requirements of due process. The Court reaffirms its finding and holds that the best practicable notice was given to the Class Members. The Court finds that Notice of the Settlement has been timely sent in accordance with the terms of the Court's Preliminary Approval Order.

3. No Class Member has submitted a notice of opting-out.

4. No Class Member has filed an objection to the Settlement Agreement.

5. The issues as to liability and remedies in this litigation are substantial grounds of difference of opinion, and the settlement of this litigation constitutes a final resolution of those issues in a manner that is fair, reasonable and adequate to the Members of the Class.

IT IS HEREBY ORDERED THAT:

6. The settlement between the Defendants and Plaintiff, individually and on behalf of the Class Members defined in the settlement class, is approved as it meets the requirements set forth in Federal Rule of Civil Procedure 23(e) as being fair, reasonable and adequate.

7. On the "Effective Date" as defined in the Settlement Agreement for good and sufficient consideration, upon receipt of any amount awarded to Plaintiff and the class members by the Court and allowing time for the funds to clear the releases contained in the Agreement shall take effect as follows:

(a). Plaintiff. Plaintiff shall be deemed to have, and by operation of this Order shall have, fully, finally and forever released, relinquished and discharged any and all claims, including unknown claims, demands, rights, liabilities and causes of action of every nature and description whatsoever including, without limitation, statutory, constitutional, contractual, equitable or common law claims, whether known or unknown, whether or not concealed or hidden, against Defendants, the parties other than the Plaintiff named in paragraph 1 hereinabove and insureds, agents, principals, partners and joint ventures, and each of their employees, representatives, attorneys, trustees, officers, directors, shareholders, divisions, heirs, assigns, and predecessor and successors in interest, or any other person or entity (collectively, "Released Parties") that arose or accrued at any time on or prior to the date the Court grants preliminary approval of the Settlement for any type of relief, including, without limitation, damages, unpaid costs, penalties, liquidated damages, statutory damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, based on any and all claims that were asserted or could have been asserted against any of them in the case styled, *Florence Mussat M.D., S.C. v. IGA, et al.*, No. 13 CV 7798 (N.D. Ill), including but not limited to the sending of a fax, (collectively, "Plaintiff's Released Claims"). Plaintiff represents and warrants that it is the sole and exclusive owner of all claims that it is releasing under this Settlement Agreement. Plaintiff further acknowledges that it has not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action, including without limitation, any claim for benefits, proceeds, or value under the Action, and that Plaintiff is not aware of anyone other than itself and fellow Settlement Class Members claiming any interest, in whole or in part, in the Action or in any benefits, proceeds, or values under the Action.

(b) Class Members. Each member of the Settlement Class releases and discharges the Released Parties of all suits, liability, and claims including claims for the payment of attorney's fees and costs relating to the receipt of a fax or faxes from

Defendants from June 1, 2012, to May 9, 2013, as asserted in the Lawsuit under the facts alleged in the Lawsuit (the "Released Claims").

8. Defendants shall cause to be issued checks in an amount of $223.74 to each class member who did not opt-out within 14 days of the "Effective Date" and who completed a Claim Form as set forth in the Settlement Agreement. The one late claiming class member shall be also entitled to a class share in the amount of $223.74.

9. The Court hereby awards Class Counsel a total of $20,000 in attorney's fees and costs, which represents approximately 38.01% of the Common Fund established in this case. Payment of the amount of Attorney's Fees and Costs will be issued to "Warner Law Firm, LLC–IOLTA". Defendants shall cause this payment to be issued within 14 days of the "Effective Date" as set forth in the Settlement Agreement.

10. The Court hereby awards Plaintiff $2,500 as Plaintiff's damages and as an incentive award for Plaintiff's participation in this litigation ("Plaintiff's Award"). Defendants shall cause the above payment to be issued directly to Plaintiff within 14 days of the "Effective Date" set forth in the Settlement Agreement. Payment of the amount of Plaintiff's Award will be issued to "Warner Law Firm, LLC–IOLTA".

11. All checks issued to Class Members shall be void 45 days after the date of issuance.

12. Any remaining monies from the Settlement Common Fund and any uncashed checks shall be awarded as a *cy pres* award to the American Red Cross 14 days after the checks issued to the Class Members become void.

13. This Court retains and will have continuing jurisdiction over the Lawsuit for the purpose of implementing this Order and the Settlement Agreement, which is expressly incorporated into this Order. This Court will be the exclusive venue to resolve any disputes regarding Defendants, Plaintiff and the Class Members with respect to the Releases and the Settlement Agreement, and are hereby deemed to have submitted irrevocably to the exclusive jurisdiction of this Court for any suit, action, proceeding or dispute arising out of or relating to the enforcement and applicability of this Order and Agreement. This Court will be the exclusive venue to resolve any disputes regarding the Parties' obligations pursuant to the Settlement Agreement and any Court Order.

14. Once the terms of the class settlement have been fully satisfied, the court will dismiss this case with prejudice and without costs or attorney's fees except as otherwise provided herein.

ENTER:

Young B. Kim
United States Magistrate Judge